

Kirkendall Dwyer, LLP and John Doe

v.

**The South Carolina Supreme Court Commission on Lawyer Conduct,
Christopher G. Isgett, The South Carolina Office of Disciplinary
Counsel, John S. Nichols and Alan Wilson, South Carolina Attorney
General**

**EXHIBIT A
EMPLOYMENT CONTRACT**



October 15, 2019

Re: Offer Letter

Dear Madelyn,

We are pleased to offer you employment with Kirkendall Dwyer, LLP, (the "Company"), within the Law Tiger department, reporting to Jessica Johnston.

This offer of employment is for the position of Attorney. This is an exempt position and therefore, you will not be entitled to compensation in excess of 40 hours per week pursuant to the Fair Labor Standards Act. This offer letter will serve to formally document our mutual understand of the terms of our offer.

- Your employment is contingent upon successful completion of a background check
- Your starting annual salary will be [REDACTED]
- Your annual profit share bonus will be [REDACTED]
- Your projected start date is October 21, 2019

Your compensation will be paid in regular installments in accordance with the Company's regular payroll process, and subject to applicable tax and other withholding.

At-Will Employment: Your employment with the Company is "at will," and thus you or Company may terminate our employment relationship at any time, with or without cause or advance notice. The Company reserves the right, in its sole discretion, to change your compensation and/or employee benefits at any time on a prospective basis.

Additional Agreements: As a condition of your employment, you agree to execute any additional agreements required by the Company at the start of your employment. This includes any agreements that relate to your confidentiality or intellectual property assignment obligations to the Company. You further agree that at all times during your employment (and afterwards as applicable), you will be bound by, and will fully comply with, these additional agreements.

Contingencies: This offer is contingent upon the successful completion of any background or reference checks desired by the Company. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation

must be provided to us within three business days following the start of your employment, or our employment relationship with you may be terminated.

Additional Terms and Conditions of Offer:

Entire Agreement: This employment agreement, along with the Confidentiality Agreement, sets forth the terms and conditions of your employment with the Company, and supersedes any prior representations or agreements concerning your employment with the Company, whether written or oral. You acknowledge and agree that you are not relying on any statements or representations concerning the Company or your employment with the Company except those made in this agreement. This employment agreement may not be modified or amended except by a written agreement signed by you and an authorized officer of the Company.

This offer of employment will expire October 17, 2019 at 5:00 pm.

Madelyn, we are excited by the prospect of you joining the Company.

Sincerely,
Kirkendall Dwyer, LLP

By:



Name: Jessica Johnston
Title: Director of Human Resources

I hereby agree to and accept employment with the Company on the terms and conditions set forth in this offer letter.



Madelyn Dukes
Dated: 10/15/2019